

1 JAMES ATTRIDGE [SBN NO. 124003]  
Business Trial Lawyer  
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3 San Francisco, CA 94102  
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4 Attorney for Plaintiff  
5 ONEBEACON INSURANCE COMPANY  
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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 ONEBEACON INSURANCE COMPANY,

12 Plaintiff(s),

13 v.

14 HAAS INDUSTRIES, INC.,

15 Defendant(s).

Case No: C-07-3540 BZ (MEJ)

**DECLARATION OF GREGORY  
COOLIDGE IN SUPPORT OF  
PLAINTIFF'S MOTION FOR SUMMARY  
JUDGMENT OR, IN THE ALTERNATIVE,  
FOR PARTIAL SUMMARY JUDGMENT**

Date: April 2, 2008  
Time: 10:00 a.m.  
Courtroom: Courtroom G

17  
18 I, GREGORY COOLIDGE, declare and state:

19 1. I am a Subrogation Consultant employed by plaintiff ONEBEACON Insurance  
20 Company ("ONEBEACON"). I know the following of my own personal knowledge and if  
21 called upon to do so, could and would competently testify thereto.

22 2. Pursuant to a claim filed by our insured Professional Products, Inc.,  
23 ONEBEACON retained the services of Leizure Associates, Inc. to investigate the claim and  
24 adjust it accordingly.

25 3. Attached hereto as Exhibit 3 is a true and correct copy of the sworn statement in  
26 proof of loss executed by the insured. Attached hereto as Exhibit 4 is a true and correct copy of  
27 the Omneon Video Networks Invoice upon which the loss calculation was based.

28 4. Based upon this showing of proof, and further upon a \$1,000 deductible in

1 Professional Products, Inc.'s policy of insurance, ONEBEACON paid the insured \$104,617, in  
2 settlement of its claim on January 5, 2006.

3 I declare under penalty of perjury under the laws of the United States of America that the  
4 foregoing is true and correct.

5 Executed on this 27<sup>th</sup> day of February, 2008, at Foxborough, Massachusetts.

6  
7 /s/  
8 GREGORY COOLIDGE  
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## **EXHIBIT 3**

AMOUNT OF POLICY AT TIME OF LOSS 720,000  
 DATE ISSUED 8/1/2004  
 DATE EXPIRES 8/1/2005

# **SWORN STATEMENT IN PROOF OF LOSS**

POLICY NUMBER 117008627  
 AGENCY AT Rockville, Md  
 AGENT H.B.H.

To the One Beacon Insurance Co.  
 of Professional Products Inc  
 At time of loss, by the above indicated policy of insurance you insured.

against loss by all risk of loss to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A loss in transit loss occurred about the hour of 3:30 o'clock PM, on the 28 day of July 2005. The cause and origin of the said loss were part of shipment lost in transit while being transported by Hagerman from

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Commercial

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was owner. No other person or persons had any interest therein or encumbrance thereon, except: none regarding this property

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: none

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ 420,000, as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of the loss was	\$ <u>270,032.50</u>
7. The Whole Loss and Damage was	\$ <u>105,617.00</u>
8. Less Amount of Deductible	\$ <u>1,000.00</u>
9. The Amount Claimed under the above numbered policy is	\$ <u>104,617.00</u>

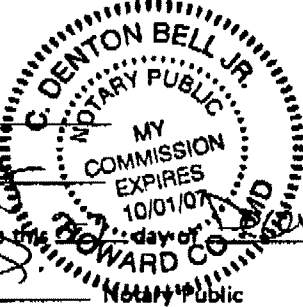
In consideration of and to the extent of said payment the undersigned hereby subrogates said Company, to all of the rights, claims and interest which the undersigned may have against any party, person, persons, property or corporation liable for the loss mentioned above, and authorizes the said Company to sue, compromise, or settle in the undersigned's name or otherwise all such claims and to execute and sign releases and acquittances and endorse checks or drafts given in settlement of such claims in the name of the undersigned, with the same force and effect as if the undersigned executed or endorsed them.

Warranted no settlement has been made by the undersigned with any party, person, persons, property or corporation against whom a claim may lie, and no release has been given to anyone responsible for the loss, and that no such settlement will be made nor release given by the undersigned without the written consent of the said Company and the undersigned covenants and agrees to cooperate fully with said Company in the prosecution of such claims, and to procure and furnish all papers and documents, in the undersigned's possession, necessary in such proceedings and to attend court and testify if the Company deems such to be necessary but it is understood the undersigned is to be saved harmless from costs in such proceedings.

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of Maryland  
 County of Montgomery



[Signature] Insured

Subscribed and sworn to before me this 28 day of July 2005  
[Signature] Notary Public

**EXHIBIT 4**



Omneon Video Networks  
 65 Stewart Drive  
 Sunnyvale CA 94086-3913  
 408-585-5000  
 408-585-5099 FAX

# Invoice

DATE	INVOICE NO.
6/30/2005	2395

<b>BILL TO</b>
Professional Products, Inc. 9116 Gaither Road Gaithersburg, MD 20877

<b>SHIP TO</b>
Cuny TVRM# 1400 PO# 04220050043395 16 East 35th Street Attn: R. Isaacson 212-827-7829 New York, NY 10016

SALES ORDER	CUST P.O.	TERMS	REP	SHIP	VIA	F.O.B.	SALES TAX
RI1559	PI4294	Net 30	GH	6/30/2005	HAAS	Sunnyvale	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
<u>9 LOST</u> - 9	FCA 305-OF	Fibre Channel Cable Kit, LC to LC Optical Fiber Cable, 3m w/ 2 LC SFP's	270.00	2,430.00
2	MCP 2101	MediaDirector	24,375.00	48,750.00
1	MCP 2101-F01	Extended File System License for the MCP 2101	6,000.00	6,000.00
1	NSM 2003	Omneon Spectrum Manager w/LCD Display & Keyboard	6,000.00	6,000.00
3	MIP 1003a	DV/MPEG Plus MediaPort	6,375.00	19,125.00
2	MIP 3003	3 Channel MPEG Multiport	14,625.00	29,250.00
2	MRT 2001	MediaPort Rack Mounting Tray	157.50	315.00
<u>2 LOST</u> - 3	MSC 4272c	MediaStore w/ 16, 300 GByte Drives [two (6+1) RAID + 2 Hot Spares]	51,637.50	154,912.50
1	T&E001	Travel and Expenses	1,000.00	1,000.00
1	Service TC/2	2 Days on Site Support	2,250.00	2,250.00
1	Service Plus	Service Plus - Year 1 (24x7) (FOC)	0.00	0.00
Freight charges, if any incurred by Omneon, will be billed separately				

071105

ORIGINAL INVOICE FROM OMNEON

Total

510857

1511772

325,131.11

**COPY**